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Allstar Marketing Group, LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Plaintiff

v.

WARM YOUR HOUSE STORE, AA MARKET
STORE, AB35 STORE, AJ29 STORE,
ALHOMES\$GLODCISTERN STORE,
ATTRACTION FOR YOU STORE, BALMY
WIND STORE, BESTHOMEFURNITURE
STORE, BETTERHOUSE STORE, BTMETER
OFFICIAL STORE, CCCMART STORE,
CHARACTERISTIC LIFE STORE,
CHARLOTTET'S STORE, CITY OF DAILY
NECESSITIES STORE, CO TECH STORE,
COMPUTER OFFICE OVERSEA STORE,
CONVENIENT 666 STORE, DAILY COMFORT
LIVING STORE, DONGGUAN BLUE SHARK
TECHNOLOGY CO., LIMITED, DROPSHIPPING
TO WHOLE WORLD STORE, DRY
HOUSEWARE STORE, E2SHOPPING STORE,
EMBELLISH NEW LIFE STORE, FANHUI
STORE, FOR GOOD THINGS STORE, FOR
YOUR B-ETTER LIFE STORE, FOREWAN
DIYCRAFT STORE, FUNNY GIFTS STORE,
GARDON STORE STORE, GLOBAL 3C TECH
STORE, GLOBAL PROFESSIONAL TOOL
STORE, GOOD LIFESTYLE STORE,
HANGZHOU JUKINGS TECH CO., LTD., HIGH

**CIVIL ACTION No.
20-cv-8405 (AT)**

**FINAL DEFAULT JUDGMENT
AND PERMANENT INJUNCTION
ORDER**

GRADE 3CMART STORE, HOMESERVICE
 STORE, HOMO DROPSHIP STORE, HOUSE
 GOODHAND STORE, HOUSEHOLDTOOLS
 GROCERIES STORE, HUIYU FACTORY
 STORE, I FOUND YOU STORE, INFINITE
 VOICE STORE, INSTRUMENT TECH STORE,
 JA JLAKDFALIYUN STORE, KALAXHOME
 STORE, K-E-Y TO YOUR H-E-A-R-TE STORE,
 LA FAVORITA FLAGSHIP STORE,
 LBFAMILY STORE, LINHAI ZHONGQI OPTO-
 ELECTRICAL TECHNOLOGY CO., LTD.,
 LITTLE EXPERT STORE, LOVELYPUPPY
 STORE, LUCKLY HOUSE STORE, LUMIPARTY
 FACTORY STORE, LUMIPARTY OFFICIAL
 STORE, MAGICIAN 3C STORE, MAY
 RECORDS STORE, MOONLIGHT
 DROPSHIPPING STORE, MYRIANN OFFICIAL
 STORE, NO. 19 MASK STORE, ONETREE
 STORE, PROFESSIONAL TOOL CENTER
 STORE, ROMANTIC ALL HOUSE STORE,
 ROMANTIC FULL IN HOME, SAFE LIFE
 STORE, SECURITY PROTECT ONLINE STORE,
 SHANMAMMY DROPSHIP STORE,
 SHENZHEN CLICKS TECHNOLOGY CO., LTD.,
 SHOP1266133 STORE, SHOP4917095 STORE,
 SHOP5250048 STORE, SHOP5440035 STORE,
 SHOP5522046 STORE, SHOP5788919 STORE,
 SHOP910453068 STORE, SIX STARS
 PRODUCTS STORE, SMARTLIVES STORE,
 SNEVVIE LED LIGHTING YOUR LIFE STORE,
 SURPRISE LIFE STORE, SWOVO DIYCRAFT
 STORE, SZWKY HOUSEHOLDS STORE,
 TOOLS DIRECT STORE, TOP1 PHONE STORE,
 TOPLEO STORE, TRENDY CASUAL
 CLOTHINGS STORE, TT PINK LIFE STORE,
 TTMART STORE, WELCOME OVERSEA
 STORE, WORTH WATCHING STORE, YIDIAN
 OF GRASS STORE. YOCOMYLY 511511
 STORE, YOUR DAILY 3CMART STORE, YOUR
 HAPPINESS HOUSE STORE and YOYOHOME
 STORE,

Defendants

GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
Plaintiff or Allstar	Allstar Marketing Group, LLC	N/A
Defendants	<p>*Warm Your House* Store, AA MARKET Store, AB35 Store, AJ29 Store, ALHOMES\$GLODCISTERN Store, Attraction For You Store, Balmy Wind Store, BestHomefurniture Store, Betterhouse Store, BTMETER Official Store, CCCMart Store, Characteristic Life Store, CharlotteT's Store, City of Daily Necessities Store, CO Tech Store, Computer Office Oversea Store, Convenient 666 Store, Daily Comfort Living Store, Dongguan Blue Shark Technology Co., Limited, DropShipping To Whole World Store, Dry Houseware Store, e2shopping Store, Embellish New Life Store, FANHHUI Store, For good things Store, For Your B-etter Life Store, ForeWan DiyCraft Store, Funny Gifts Store, Gardon store Store, Global 3C Tech Store, Global Professional Tool Store, Good Lifestyle Store, Hangzhou Jukings Tech Co., LTD., High Grade 3CMart Store, HomeService Store, HOMO dropship Store, House Goodhand Store, HouseholdTools groceries Store, HUIYU Factory Store, i found you Store, Infinite Voice Store, Instrument Tech Store, JA jlakdfaliyun Store, kalaxhome Store, K-e-y to your h-e-a-r-te Store, La Favorita Flagship Store, LBFamily Store, Linhai Zhongqi Opto-Electrical Technology Co., Ltd., Little expert Store, Lovelypuppy Store, Luckily House Store, LumiParty Factory Store, LumiParty Official Store, Magician 3c Store, May Records Store, Moonlight Dropshipping Store, MYRIANN Official Store, No. 19 Mask Store, OneTree Store, Professional Tool Center Store, Romantic All House Store, Romantic full in Home, Safe Life Store, Security Protect Online Store, Shanmammy dropship Store, Shenzhen Clicks Technology Co., Ltd., Shop1266133 Store, Shop4917095 Store, Shop5250048 Store, Shop5440035 Store, Shop5522046 Store, Shop5788919 Store, Shop910453068 Store, Six Stars Products Store, Smartlives Store, SNEWWIE LED Lighting Your</p>	N/A

	Life Store, Surprise Life Store, Swovo DIYCraft Store, Szwky Households Store, Tools Direct Store, Top1 Phone Store, Topleo Store, trendy casual clothings Store, TT Pink Life Store, TTMart Store, Welcome Oversea Store, Worth Watching Store, YIDIAN OF GRASS Store. YOCOMYLY 511511 Store, Your Daily 3CMart Store, Your Happiness House Store and YOYOHOMES Store	
Defaulting Defendants	*Warm Your House* Store, AA MARKET Store, AB35 Store, AJ29 Store, Attraction For You Store, Balmy Wind Store, BestHomefurniture Store, BTMETER Official Store, CCCMart Store, Characteristic Life Store, CharlotteT's Store, City of Daily Necessities Store, CO Tech Store, Computer Office Oversea Store, Convenient 666 Store, Daily Comfort Living Store, Dongguan Blue Shark Technology Co., Limited, DropShipping To Whole World Store, Dry Houseware Store, FANHHUI Store, For good things Store, For Your B-etter Life Store, ForeWan DiyCraft Store, Funny Gifts Store, Gardon store Store, Global 3C Tech Store, Global Professional Tool Store, Good Lifestyle Store, Hangzhou Jukings Tech Co., LTD., High Grade 3CMart Store, HomeService Store, HOMO dropship Store, HouseholdTools groceries Store, HUIYU Factory Store, Infinite Voice Store, kalaxhome Store, K-e-y to your h-e-a-r-te Store, Linhai Zhongqi Opto-Electrical Technology Co., Ltd., Little expert Store, Magician 3c Store, Moonlight Dropshipping Store, MYRIANN Official Store, No. 19 Mask Store, OneTree Store, Professional Tool Center Store, Romantic All House Store, Romantic full in Home, Safe Life Store, Security Protect Online Store, Shanmammy dropship Store, Shop1266133 Store, Shop4917095 Store, Shop5250048 Store, Shop5440035 Store, Shop5788919 Store, Shop910453068 Store, Six Stars Products Store, Smartlives Store, Surprise Life Store, Swovo DIYCraft Store, Szwky Households Store, Tools Direct Store, Top1 Phone Store, trendy casual clothings Store, TT Pink Life Store, TTMart Store, Welcome Oversea Store, Worth Watching Store,	N/A

	YIDIAN OF GRASS Store, YOCOMYLY 511511 Store and Your Daily 3CMart Store	
Alibaba	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
AliExpress	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
Sealing Order	Order to Seal File entered on October 8, 2020	Dkt. 1
Complaint	Plaintiff's Complaint filed on October 8, 2020	Dkt. 4
Application	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on October 8, 2020	Dkts. 9-12
De Marco Dec.	Declaration of Jennifer De Marco in Support of Plaintiff's Application	Dkt. 10
Yamali Dec.	Declaration of Danielle S. Yamali in Support of Plaintiff's Application	Dkt. 11
TRO	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on October 21, 2020	Dkt. 20
PI Order	November 16, 2020 Preliminary Injunction Order	Dkt. 24
User Account(s)	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba, AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with	N/A

	Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Socket Shelf Mark	U.S. Trademark Registration No. 6,153,908 for “SOCKET SHELF” for electronic docking station and charging station for electronic devices in Class 9	N/A
Socket Shelf Works	U.S. Copyright Reg. Nos.: PAu 4-030-375 covering the Socket Shelf Commercial, VAu 1-365-330 covering the Socket Shelf Deluxe Packaging, VAu 1-402-004 covering the Socket Shelf Instruction Manual, VAu 1-347-375 covering the Socket Shelf Packaging, VA 2-135-992 covering the Socket Shelf Website and VAu 1-365-333 covering the Socket Shelf Packaging	N/A
Socket Shelf Product	A unique surge protector device that provides six (6) power outlets and adds two (2) USB charging stations and a shelf to most three-prong outlets	N/A
Counterfeit Products	Products bearing or used in connection with the Socket Shelf Mark and/or Socket Shelf Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Socket Shelf Mark and/or Socket Shelf Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Socket Shelf Mark and/or Socket Shelf Works and/or products that are identical or confusingly or substantially similar to the Socket Shelf Product	N/A
Defendants’ Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants’ Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants’ User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A

Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. (“PingPong”) and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba, AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
Plaintiff’s Motion for Default Judgment	Plaintiff’s Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on August 30, 2021	TBD
Futterman Aff.	Affidavit by Danielle (Yamali) Futterman in Support of Plaintiff’s Motion for Default Judgment	TBD

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, copyright infringement, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Socket Shelf Mark and/or Socket Shelf Works without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law, Declaration of Jennifer De Marco and Affidavit of Danielle (Yamali) Futterman in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificates of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) Judgment is granted in favor of Plaintiff on all claims properly pled against Defaulting Defendants in the Complaint;

II. Damages Awards

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

reasonable and Plaintiff is awarded statutory damages in the amount of \$50,000.00 (“Defaulting Defendants’ Individual Damages Award”) against each of the seventy-one (71) Defaulting Defendants pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act, plus post-judgment interest, for a total of Three Million Six Hundred Thousand Dollars (\$3,550,000.00).

III. Permanent Injunction

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendant, its respective officers, agents, servants, employees, and all persons acting in active concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Socket Shelf Mark and/or Socket Shelf Works and/or marks and/or artwork that are confusingly or substantially similar to, identical to and constitute a counterfeiting and/or infringement of the Socket Shelf Mark and/or Socket Shelf Works;
- B. directly or indirectly infringing in any manner Plaintiff’s Socket Shelf Mark and/or Socket Shelf Works;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff’s Socket Shelf Mark and/or Socket Shelf Works to identify any goods or services not authorized by Plaintiff;
- D. using Plaintiff’s Socket Shelf Mark and/or Socket Shelf Works, or any other marks and/or artwork that are confusingly or substantially similar to the Socket Shelf Mark

and/or Socket Shelf Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities by Plaintiff;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution,

display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Socket Shelf Mark and/or Socket Shelf Works, or bear any marks and/or artwork that are confusingly or substantially similar to the Socket Shelf Mark and/or Socket Shelf Works pursuant to 15 U.S.C. § 1118;

IV. Dissolution of Rule 62(a) Stay

- 1) IT IS FURTHER ORDERED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

V. Miscellaneous Relief

- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants' Frozen Assets, Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts;
- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 3) The Court releases the Five Thousand U.S. Dollar (\$5,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 2520, New York, NY 10165; and
- 4) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order for one year.

SO ORDERED.

Dated: August 17, 2022
New York, New York



ANALISA TORRES
United States District Judge